Supreme Court has vacillated from one extreme to the other. *Cf. Bronson* v. *Kinzie*, 1 How. (U. S.) 311, and *South Carolina* v. *Guillard*, 101 U. S. 433, with *Edwards* v. *Kearzey*, 96 U. S. 595. The principal case is a strong authority for the latter view. See also *Edwards* v. *Williamson*, 70 Ala. 145; *Blair* v. *Williams*, 4 Litt. (Ky.) 34. And it would seem that on principle this position is unassailable. The aim of the prohibition is to prevent the lessening of the value of existing obligations by legislative action. See *Planters' Bank* v. *Sharp et al.*, 6 How. (U. S.) 301, 330. And certainly from a legal viewpoint, the binding force of legal obligations and the value of legal rights are, in the last analysis, dependent upon and commensurate with the remedy afforded by the law for their enforcement. See *Edwards* v. *Kearzey*, *supra*, 600.

CORPORATIONS — CORPORATE POWERS — GUARANTY OF BONDS. — An Ohio railroad corporation, one of four owners of all the stock of a Canadian railroad, jointly with the other stockholders purchased an issue of bonds of the Canadian corporation. The Public Utilities Commission approved an agreement whereby the Ohio company with the other bond owners jointly and severally contracted to guarantee the payment of these bonds. Minority shareholders objected. *Held*, that the Ohio corporation has implied power to guarantee the payment only of the bonds which it severally holds. *Pollitz* v. *Public Utilities Commission*, 117 N. E. 149 (Ohio).

A contract of guaranty is generally foreign to the objects for which a corporation is created. *Colman* v. *Eastern Counties Ry. Co.*, 10 Beav. 1; *Davis* v. *Old Colony R. Co.*, 131 Mass. 258. See 1 CLARK AND MARSHALL, PRIVATE CORPORATIONS, § 184. A public utility company is especially prohibited from risking its funds in enterprises which its stockholders, its creditors, or the state have no reason to anticipate from its charter. See *Louisville, etc. Ry.* v. *Louisville Trust Co.*, 174 U. S. 552, 567; *Marbury* v. *Ky., etc. Land Co.*, 62 Fed. 335, 342. See 1 ELLIOTT, RAILROADS, 2 ed., § 481; 3 COOK, CORPORATIONS, 7 ed., § 775. A railroad, however, may contract to accomplish a purpose reasonably implied from charter or statutory authority. See JONES, CORPORATE BONDS AND MORTGAGES, 3 ed., § 281. See also C. B. Labatt, "Power of Corporation to Execute Guarantees," 31 AM. L. REV. 363. Thus a railroad having the right to lease a subsidiary may guarantee the bonds of the leased corporation. *Low* v. *Cal., etc. R. Co.*, 52 Cal. 53. But see D. L., "*Ultra Vires*," 16 AM. L. REG. (N. S.) 513. A corporation having railroad and banking powers may guarantee the bonds of a railroad corporation of which it is a majority stockholder. *Central R. & Banking Co.* v. *Farmers', etc. Co.*, 114 Fed. 263. In the principal case it was conceded that the Ohio company might acquire the stocks and bonds of the Canadian corporation. The financial responsibility of the other joint guarantors was not questioned. The joint guaranty, it seems, would enhance the value of the bonds held by the Ohio company. A joint agreement for the issue of equipment trust certificates by some of the same companies had been upheld. *Venner* v. *N. Y. C. & H. R. Co.*, 81 Misc. (N. Y.) 298, 143 N. Y. S. 211; *id.* 160 App. Div. (N. Y.) 127, 145 N. Y. S. 725. It is submitted that the court took an unduly contracted view of the admitted powers of the corporation in denying to it the right to secure, by a joint arrangement, the economic advantage which was the object of this transaction.

EQUITY — EXERCISE OF JURISDICTION — SUSPICION OF IMPROPER MOTIVE AS GROUND FOR REFUSING RELIEF. — Defendant created an irrevocable trust, providing that the income was to be paid to himself during his life, and the property to be given at his death to such persons as he should by will appoint. The trust was declared not subject to claims of creditors; but by statute such a trust fund could not be exempted from claims of creditors. (N. J. Comp. St. 1910, 2617.) Plaintiff had on three prior occasions loaned

money to defendant, obtained a judgment at law against him, and obtained equitable execution against the trust fund. He now seeks to use the same process again. *Held*, that relief be denied. *First National Bank* v. *Parker*, 101 Atl. 276 (N. J.).

The decision rests on the suspicion of the court that the creditor was conniving with the settlor to enable him to regain the *corpus* of the fund. The court assumes that the trust was irrevocable, so the settlor could not have obtained the *res* directly. Equity will not aid a party to do indirectly what he could not do directly. *Huntington* v. *Jones*, 72 Conn. 45, 43 Atl. 564. See *Bergmann* v. *Lord*, 194 N. Y. 70, 75; 86 N. E. 828, 830. But the court refused to exercise its jurisdiction because of a mere suspicion of improper motive, thus carrying the "clean hands" doctrine to a startling extreme. It would seem that this doctrine has already been carried far enough. *Foll's Appeal*, 91 Pa. St. 434; *Christie* v. *Davey*, (1893,) 1 Ch. 316; *Edwards* v. *Allouez Mining Co.*, 38 Mich. 46. But see *Offley* v. *Garlinger*, 161 Mich. 351, 357, 126 N. W. 434, 436. This decision introduces into the law an element of the greatest uncertainty. The sensitiveness of the particular chancellor's conscience becomes the measure of a man's rights.

EXTRADITION — INTERSTATE EXTRADITION UNDER THE UNITED STATES CONSTITUTION — FUGITIVE FROM JUSTICE: PRISONER BROUGHT FROM REQUISITIONING STATE BY EXTRADITION PROCEEDINGS. — Petitioner was arrested in Texas, charged with a crime against that state. Before trial, he was extradited to California on requisition from the governor. The California charge was not pressed; and the governor of California, acting on requisition from Texas, issued a warrant to extradite him to Texas. He applies for a writ of *habeas corpus*. *Held*, prisoner must be discharged. *In re Whittington*, 167 Pac. 404 (Cal.).

Since there is no state statute covering the question, extradition is governed solely by the provisions of the federal Constitution. *People ex rel. Corkran* v. *Hyatt*, 172 N. Y. 176, 64 N. E. 825; *In re Kopel*, 148 Fed. 505. The Constitution provides only for the surrender of persons who "flee from justice." CONST. Art. IV, § 2. *State* v. *Hall*, 115 N. C. 811, 20 S. E. 729; *People ex rel. Genna* v. *McLaughlin*, 145 App. Div. 513, 130 N. Y. Supp. 458. It is the function of the executive to deal with the problems of extradition, and hence to determine whether the person requisitioned is a fugitive. *Ex parte Reggel*, 114 U. S. 642; *Katyuga* v. *Cosgrove*, 67 N. J. L. 213, 50 Atl. 679. But the courts have jurisdiction to pass on the validity of the imprisonment, and the finding of the governor is not conclusive, but may be treated by the court much as the finding of a jury. *Bruce* v. *Rayner*, 124 Fed. 481; *Robb* v. *Connolly*, 111 U. S. 624. Wherever the accused leaves the state of his own free will, he is conclusively regarded as a fugitive from justice, and his real motive for leaving will not be inquired into. *People* v. *Pinkerton*, 17 Hun (N. Y.) 199. Even where he was extradited from the state, he may yet be treated as a fugitive. *Hackney* v. *Welsh*, 107 Ind. 253, 8 N. E. 141. But it is difficult to conceive of a man, taken from a state by the arm of the law and continuously in custody, as a fugitive from that state. Hence the result reached by the court would seem to be sound. The case raises the same difficulty as the case of the extradition of a person for a crime which he committed, without being physically present in the state. *Ex parte Hottstot*, 180 Fed. 240; *Wilcox* v. *Nolze*, 34 Ohio St. 520. The best remedy in such cases would seem to be state legislation. See 21 HARV. L. REV. 224.

INJUNCTIONS — BOYCOTTING COMBINATIONS — TRADE UNIONS. — Appeal from a decree granting an injunction. Because the plaintiff maintained an open shop the defendant union sent notices to contractors, requesting them not to buy the plaintiff's material, and suggesting labor troubles as an alternative possibility. As a result plaintiff's business was injured. *Held*, judgment